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IN THE DISTRICT COURT FOR THE DISTRICT OF ALASKA
THIRD JUDICIAL DISTRICT AT ANCHORAGE

ALASKA RENT-A-CAR, INC.,)	
)	
Plaintiff,)	
)	
v.)	
)	
CENDANT CORPORATION, AVIS RENT A)	
CAR SYSTEM, INC., AVIS GROUP)	
HOLDINGS, INC., CENDANT CAR)	
RENTAL GROUP, INC., AVIS CAR)	
RENTAL GROUP, INC., and BUDGET)	
RENT A CAR SYSTEM, INC.)	Case No. 3:03-cv-00029-TMB
)	
Defendants.)	
)	

ORDER GRANTING
MOTION REGARDING THE SCOPE OF ALASKA RENT-A-CAR'S DAMAGES

THIS COURT, having considered Alaska Rent-A-Car Inc.'s motion regarding the scope of its damages, all memoranda submitted in support thereof, and any opposition thereto, hereby orders that the motion is GRANTED.

Alaska Rent-A-Car may present evidence at trial to establish the extent to which the “sales, marketing and reservation activities, operations and personnel of and for the Avis System” have been and are being used to support Budget’s car-rental services, in contravention of ¶ IV.C.2 of the Agency Settlement Agreement, and to Alaska Rent-A-Car’s detriment and/or defendants’ advantage. In particular, Alaska Rent-A-Car may present evidence to establish that defendants improperly

- consolidated and coordinated the sales, marketing and reservation activities of and for the Avis System with Budget’s sales, marketing, and reservation activities, resulting in reduced product differentiation, less aggressive promotion of Avis, and/or improved or lower-priced Budget products
- provided the Avis System’s reservation system, or other back-office operational systems, to Budget, improving the quality of Budget and its licensees and/or eliminating or forestalling the need for Budget to independently develop or acquire comparable systems, and
- dedicate the same sales, marketing, reservation, or management personnel to promote and/or provide services to both the Avis and Budget Systems, resulting in a loss of focus and/or ensuring that “best efforts” are not exercised to promote the Avis System.

Alaska Rent-A-Car is entitled to recover compensatory damages or, to the extent that Alaska Rent-A-Car can establish that defendants' breach was profitable and opportunistic, a share of the gains realized by the defendants as a result of their breach.

Expert witnesses retained by the parties may prepare revised expert witness reports addressed specifically to defendants' breach of ¶ IV.C.2 and the parties may engage in limited additional discovery in connection with preparation of the revised reports.

ENTERED this _____ day of _____, 2008.

TIMOTHY M. BURGESS
United States District Court Judge